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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION SEVEN

In re C.P., a Person Coming Under the
Juvenile Court Law.

B208499
(Los Angeles County
Super. Ct. No. VJ35797)

THE PEOPLE,

Plaintiff and Respondent,

v.

C.P.,

Defendant and Appellant.

APPEAL from an order of the Superior Court of Los Angeles County,
Benjamin R. Campos, Temporary Judge. (Pursuant to Cal. Const., art. VI, § 21.)
Reversed and remanded with directions.

Bruce G. Finebaum, under appointment by the Court of Appeal, for
Defendant and Appellant.

Edmund G. Brown, Jr., Attorney General, Dane R. Gillette, Chief Assistant
Attorney General, Pamela C. Hamanaka, Senior Assistant Attorney General, Steven D.
Matthews and Scott A. Taryle, Deputy Attorneys General, for Plaintiff and Respondent.

The minor C.P. appeals from the juvenile court's order declaring him a ward of the court and ordering him into camp community placement, contending his motion to withdraw his admission to committing first degree burglary was improperly denied. We agree and reverse.

FACTUAL AND PROCEDURAL BACKGROUND¹

A petition was filed pursuant to Welfare and Institutions Code section 602 alleging the minor, then 14 years old, had committed residential burglary (Pen. Code, § 459)² in March 2008. The minor entered into a negotiated disposition that called for him to admit the allegation in return for being placed home on probation.³

Before admitting the burglary, the minor was advised of, and waived, his constitutional rights and was advised of, and acknowledged that he understood the consequences of his admission, including that he would be placed home on probation.⁴ The minor then admitted having committed residential burglary as alleged, and the court accepted and found a factual basis for the admission. The court declared the minor a ward of the court, and set the maximum period of confinement as six years.

¹ In light of the admission and the issue presented on appeal, we will not summarize the evidence pertinent to the alleged offense.

² Statutory references are to the Penal Code, unless otherwise indicated.

³ “THE COURT: It’s my understanding minor is going to enter a plea today; is that correct? [¶] [PROSECUTOR]: Yes, your honor. [¶] “THE COURT: Are you going to argue disposition? [¶] “[DEFENSE COUNSEL]: No, your honor. The People offered home on probation. The minor is going to accept that.”

⁴ “[PROSECUTOR]: The court has several options, home on probation, under the supervision of parent or guardian, or you could be suitably placed in a foster home, community home, or camp for three, six, or nine months. [¶] The maximum time you could spend in custody on this charge is six years. [¶] Due to your admission, we have an agreement that you will be placed home on probation. Do you understand? [¶] “[The minor]: Yes.”

A disposition hearing immediately followed, during which the burglary victim and the minor's aunt/guardian testified. After listening to the testimony and reviewing the probation officer's report, the court decided against ordering the minor home on probation, and invited argument from counsel. The prosecutor and defense counsel both argued the appropriate disposition was home on probation. The court disagreed, stating it would not best serve the minor's needs. The court then ordered the minor into a six-month camp community placement program. In response, defense counsel moved to withdraw the minor's admission, which the court denied.

DISCUSSION

The minor contends, the People acknowledge, and we agree the juvenile court abused its discretion in denying the minor's motion to withdraw his admission.

“Plea bargaining is an accepted practice in our criminal justice system.” (*In re Jermaine B.* (1999) 69 Cal.App.4th 634, 639.) A plea agreement is a contract between the defendant and the prosecutor. (*People v. Vargas* (2001) 91 Cal.App.4th 506, 533.) Thus, we review the negotiated disposition in this case “using the paradigm of contract law.” (*People v. Knox* (2004) 123 Cal.App.4th 1453, 1458.) We begin by looking at “the specific language of the agreement to ascertain the expressed intent of the parties. [Citations.] Beyond that, [we] seek to carry out the parties' reasonable expectations. [Citations.]” (*Ibid.*)

Here, although the agreement was not reduced to writing, the reporter's transcript of the hearing shows the disposition of home on probation was an element of the admission agreement, rather than a recommendation to the juvenile court. It is clear the prosecutor, defense counsel, and the minor understood that as a result of admitting the burglary offense, the minor would be ordered home on probation. Accordingly, the disposition of home on probation was a mutually binding component of the admission agreement.

The record also reveals the juvenile court accepted the admission agreement and was thus obligated to adhere to its terms, including the disposition of home on probation. In adult criminal cases, under section 1192.5, when a defendant's plea bargain is

accepted, the court cannot “proceed as to the plea other than as specified in the plea.” Section 1192.5 is not per se applicable to juvenile cases, “and there is no comparable provision in the Welfare and Institutions Code. However, the principles underlying [the statute] are applicable to plea bargain situations” in juvenile courts. (*In re Jermaine B.*, *supra*, 69 Cal.App.4th at p. 640.) Thus, where, as here, there is a negotiated disposition, the juvenile court may either approve it and impose the agreed-upon disposition, or not approve it and allow the minor to withdraw the admission. (*Id.* at p. 639; see § 1192.5.) If the juvenile court approves the admission agreement as it did in this case, then the court effectively agrees to exercise its sentencing discretion in accordance with the terms of the agreement. “It is well-settled that a disposition harsher than that agreed to by the court or the prosecution may not be imposed on a defendant. [Citation].” (*In re Jermaine B.*, *supra*, at p. 639; see § 1192.5.)

From the record, it appears the juvenile court either mistakenly believed the disposition was a recommendation by the parties, rather than an element of the admission agreement, or decided to withdraw its approval of the agreement after considering the victim’s testimony. Regardless of what prompted the court not to abide by the negotiated disposition, the minor should have been allowed to withdraw his admission. (*People v. Cruz* (1998) 44 Cal.3d 1247, 1253; *In re Jermaine B.*, *supra*, at p. 641.)

DISPOSITION

The order is reversed. The matter is remanded with directions for the juvenile court either to enter a disposition in accordance with the negotiated disposition or to grant the minor’s motion to withdraw his admission.

WOODS, J.

We concur:

PERLUSS, P. J.

ZELON, J.